

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

DCSTAR INC.,

PLAINTIFF,

V.

THE PARTNERSHIPS AND UNINCORPORATED
ASSOCIATIONS IDENTIFIED ON SCHEDULE A,

DEFENDANTS.

CASE No.: 1:23-cv-05236

JUDGE LINDSAY C. JENKINS

PRELIMINARY INJUNCTION ORDER

THIS CAUSE being before the Court on Plaintiff, DCSTAR INC.’s (“DCSTAR” or “Plaintiff”) Motion for a Preliminary Injunction, and against the defendants identified on Schedule A (collectively, the “Defendants”), using at least the online marketplace accounts identified therein (the “Defendant Internet Stores”) and this Court having heard the evidence before it hereby GRANTS Plaintiff’s Motion for Entry of Preliminary Injunction against the Defendants.

THIS COURT HEREBY FINDS that it has personal jurisdiction over the Defendants since the Defendants directly target their business activities toward consumers in the United States, including Illinois. “In the context of cases like this one, that means a plaintiff must show that each defendant is actually operating an interactive website that is accessible in Illinois and that each defendant has aimed such site at Illinois by standing ready, willing and able to ship its counterfeit goods to customers in Illinois in particular (or otherwise has some sufficient voluntary contacts with the state).” *Am. Bridal & Prom Indus. Ass’n v. P’ships & Unincorporated Ass’ns Identified on Schedule A*, 192 F.Supp.3d 924, 934 (N.D. Ill. 2016). Here, Plaintiff has presented screenshot evidence confirming that each Defendant Internet Store does stand ready, willing and able to ship

its counterfeit goods to customers in Illinois bearing infringing versions of the DCSTAR Copyrights (“DCSTAR Copyrights”). See Exhibit 2 to the Declaration of David Luo [10-1].

THIS COURT FURTHER FINDS that injunctive relief previously granted in the Temporary Restraining Order (“TRO”) should remain in place through the pendency of this litigation and that issuing this Preliminary Injunction is warranted under Federal Rule of Civil Procedure 65. Evidence submitted in support of this Motion and in support of Plaintiff’s previously granted Motion for a Temporary Restraining Order establishes that DCSTAR has a likelihood of success on the merits; that no remedy at law exists; and that DCSTAR will suffer irreparable harm if the injunction is not granted.

Specifically, DCSTAR has proved a *prima facie* case of copyright infringement because DCSTAR has shown: (1) valid ownership in the DCSTAR Copyrights; and (2) copying of constituent elements of the work that are original. Furthermore, Defendants’ continued and unauthorized use of the DCSTAR Copyrights irreparably harms DCSTAR through diminished goodwill and brand confidence, damage to Plaintiff’s reputation, loss of exclusivity, and loss of future sales. Monetary damages fail to address such damage; and, therefore, DCSTAR has an inadequate remedy at law. Moreover, the public interest is served by entry of this Preliminary Injunction to dispel the public confusion created by Defendants’ actions.

Accordingly, this Court orders that:

1. Defendants, their affiliates, officers, agents, servants, employees, attorneys, confederates, and all persons acting for, with, by, through, under, or in active concert with them be temporarily enjoined and restrained from:

- a. using Plaintiff’s DCSTAR Copyrights and/or any reproductions, counterfeit copies or colorable imitations thereof, in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine

DCSTAR product or not authorized by DCSTAR to be sold in connection with Plaintiff's DCSTAR Copyrights;

- b. passing off, inducing, or enabling others to sell or pass off any product as a genuine DCSTAR product or any other product produced by DCSTAR, that is not Plaintiff's nor produced under the authorization, control or supervision of DCSTAR nor approved by DCSTAR for sale under Plaintiff's DCSTAR Copyrights;
- c. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control, or supervision of DCSTAR, or are sponsored by, approved by, or otherwise connected with DCSTAR;
- d. further infringing Plaintiff's DCSTAR Copyrights and damaging DCSTAR's goodwill;
- e. shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for DCSTAR, nor authorized by DCSTAR to be sold or offered for sale, and which bear any of Plaintiff's DCSTAR Copyrights, and/or any reproductions, counterfeit copies, or colorable imitations thereof;
- f. using, linking to, transferring, selling, exercising control over, or otherwise owning the Defendant Internet Stores or any other domain name or online marketplace account that is being used to sell, or is the means by which Defendants could continue to sell Infringing DCSTAR Products; and
- g. operating and/or hosting websites at the Defendant Internet Stores and any other domain names registered or operated by Defendants that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing Plaintiff's DCSTAR Copyrights or any reproductions, counterfeit copies or colorable

imitations thereof that is not a genuine DCSTAR product or not authorized by DCSTAR to be sold in connection with Plaintiff's DCSTAR Copyrights.

2. Those in privity with Defendants and with actual notice of this Order, including but not limited to, Alibaba Group Holding Ltd., AliExpress, Inc., and any related Alibaba entities (collectively, "Alibaba"), Amazon, Inc. ("Amazon"), and eBay, Inc. ("eBay") (collectively, "Online Marketplaces"), social media platforms, Facebook, YouTube, LinkedIn, Twitter, Internet search engines such as Google, Bing and Yahoo, web hosts for the Defendant domain names, and domain name registrars, shall within five (5) business days of receipt of this Order:

- a. Disable and cease providing services for any accounts through which Defendants engage in the sale of counterfeit and infringing goods using the DCSTAR Copyrights, including any accounts associated with Defendants;
- b. Disable and cease displaying any advertisements used by or associated with Defendants in connection with the sale of counterfeit and infringing goods using the DCSTAR Copyrights; and
- c. Take all steps necessary to prevent links to the Defendant Internet Stores, identified on the Schedule A, from displaying in search results, including, but not limited to, removing links to the Defendant Internet Stores from any search index.

3. Defendants and any third party with actual notice of this Order who is providing services for any of the Defendants, or in connection with any of Defendants' websites at the online marketplace accounts or other websites operated by Defendants, including, without limitation, the Online Marketplaces, payment processors, advertisers, Facebook, Internet Service Providers ("ISP"), web hosts, back-end service providers, web designers, sponsored search engine or ad-word providers, banks, merchant account providers, distributors, shippers, and domain name registrars (collectively, the "Third Party Providers") shall, within five (5) business days after

receipt of such notice, provide to DCSTAR expedited discovery, including copies of all documents and records in such person's or entity's possession or control relating to:

- a. The identities and locations of Defendants, their agents, servants, employees, attorneys, and any persons acting in concert or participation with them, including all known contact information;
- b. The nature of Defendants' operations and all associated sales and financial information, including, without limitation, identifying information associated with the online marketplace accounts, the Defendants' other Seller Aliases and/or websites, and Defendants' financial accounts, as well as providing a full accounting of Defendants' sales and listing history related to their respective Defendant Internet Stores and other Defendant websites;
- c. Defendants' websites and/or any online marketplace accounts;
- d. Any domain registered by Defendants; and
- e. Any financial accounts owned or controlled by Defendants, including their agents, servants, employees, confederates, attorneys, and any persons acting in concert or participation with them, including such accounts residing with or under the control of any banks, savings and loan associations, payment processors or other financial institutions, or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).

4. Defendants and any persons in active concert or participation with them who have actual notice of this Order shall be temporarily restrained and enjoined from transferring or disposing of any money or other of Defendants' assets until further ordered by this Court.

5. The Online Marketplaces and all other e-commerce platforms in privity with Defendants, and their respective related companies and affiliates, shall within five (5) business days of receipt of this Order:

- a. Identify and restrain all funds, as opposed to ongoing account activity, in, or which hereafter are transmitted, into the online marketplace accounts related to Defendants as identified on Schedule A, as well as all funds in, or which are transmitted, into (i) any other accounts of the same customer(s), (ii) any other accounts which transfer funds into the same financial institution account(s), any of the other accounts subject to this Order; and (iii) any other accounts tied to or used by Defendant Internet Stores identified on Schedule A;
- b. Provide Plaintiff's counsel with all data which details (i) an accounting of the total funds restrained and the identification of the financial account(s) which the restrained funds are related to, and (ii) the account transactions related to all funds transmitted into the financial account(s) which have been restrained. Such restraining of the funds and the disclosure of the related financial institution account information shall be made without notice to the account owners until after those accounts are restrained; and,
- c. Prevent the transfer or surrender of any and all funds restrained by this Order for any purpose (other than pursuant to a chargeback made pursuant to the Online Marketplace's security interest in the funds) without the express authorization of this Court.

6. Alipay, PayPal, Payoneer, Stripe, eBay, Amazon Payments, and any banks, savings and loan associations, third party payment processors, or other financial institutions, for any Defendant

or any of Defendants' online marketplace accounts or websites, shall within five (5) business days of receipt of this Order:

- a. Locate all accounts and funds connected to Defendants, Defendants' online marketplace accounts or Defendants' websites, including, but not limited to, any accounts connected to the information listed in Schedule A and the email addresses associated with the Defendants that are identified by either Defendants or third parties; and,
- b. Restrain and enjoin such accounts from receiving, transferring, or disposing of any money or other of Defendants' assets until further ordered by this Court.

7. DCSTAR may provide notice of these proceedings to Defendants, including notice of the preliminary injunction hearing and service of process pursuant to Fed.R.Civ.P. 4(f)(3), by electronically publishing a link to the Complaint, this Order and other relevant documents on a website, and/or by sending an email to the email addresses provided for Defendants by third parties that includes a link to said website. The Clerk of Court is directed to issue a single original summons in the name of "Hangzhou Shiyiduo Import & Export Co., Ltd and all other Defendants identified on Schedule A to the Complaint" that shall apply to all Defendants. The combination of providing notice via electronic publication or email, along with any notice that Defendants receive from domain name registrars and payment processors, shall constitute notice reasonably calculated under all circumstances to apprise Defendants of the pendency of the action and afford them the opportunity to present their objections.

8. The Clerk of Court is directed to unseal Plaintiff's Complaint [7], Exhibit 1 to the Complaint [7-1], Schedule A to the Complaint [7-2], Notification of Affiliates [8], Motion for Temporary Restraining Order [9] and its memorandum [10] and supporting pleadings and exhibits [10-1 – 10-5], and the Temporary Restraining Order [15].

9. Any Defendants that are subject to this Order may appear and move to dissolve or modify the Order on five (5) days' notice to DCSTAR or on shorter notice as set by this Court.

10. The \$10,000 bond posted by DCSTAR shall remain with the Court until a Final disposition of this case or until this Preliminary Injunction is terminated.

Enter: 23-5236
Dated: 9/18/2023



Honorable Lindsay C. Jenkins
U.S. District Court Judge

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

DCSTAR INC.,

PLAINTIFF,

v.

THE PARTNERSHIPS AND UNINCORPORATED
ASSOCIATIONS IDENTIFIED ON SCHEDULE A,

DEFENDANTS.

CASE No.: 1:23-cv-05236

JUDGE LINDSAY C. JENKINS

MAGISTRATE JUDGE JEFFREY COLE

SCHEDULE A TO THE COMPLAINT

No.	DEFENDANT / SELLER ALIAS	MARKETPLACE URL
1	Hangzhou Shiyiduo Import & Export Co., Ltd	https://tibm.en.alibaba.com/
2	Henan Yokids Group	https://yokids.en.alibaba.com/
3	Shenzhen Fealink Technology Co., Ltd.	https://fealink.en.alibaba.com/
4	Xiamen Yosheng Technology Co., Ltd.	https://cn1559039573spby.en.alibaba.com/
5	Shop1102823237 Store	aliexpress.com/store/1102823238
6	14Genuine Store	aliexpress.com/store/1102008131
7	ABBHealth-Happy10 Store	aliexpress.com/store/1102007585
8	AliExpress Fishing Tackle Store	aliexpress.com/store/1102082167
9	AliExpress Slimming Products Store	aliexpress.com/store/1102141404
10	Airuier Dropshipping Health-Life Store	aliexpress.com/store/1102316603
11	Factory Promotion Discount Store	aliexpress.com/store/1101519259
12	Anime Mobile Accessories Store	aliexpress.com/store/1102440531
13	beautiful healthy88 store	aliexpress.com/store/1102003283
14	Better Life For You Store	aliexpress.com/store/1102202020
15	Boutique15 Store	aliexpress.com/store/1102003847
16	BT Safety Store	bt-666.aliexpress.com/store/1101269478
17	CE MASK FFP2 Store	aliexpress.com/store/1101689793
18	CE Mask Ffp2 Approved Store	aliexpress.com/store/1101692702
19	Shop1100390803 Store	lebycleofficial.aliexpress.com/store/1100392798
20	DoubleCamp Store	aliexpress.com/store/1101490473

NO.	DEFENDANT / SELLER ALIAS	MARKETPLACE URL
21	Dropshipping Supermarket Store	aliexpress.com/store/1102182471
22	Family Health Chain Dropshipping Store	aliexpress.com/store/1102726019
23	FDYD Store	aliexpress.com/store/1102644319
24	FFP2 KN95 Store	aliexpress.com/store/1101538496
25	FFP2 Store	aliexpress.com/store/1101542052
26	Fine12 Store	aliexpress.com/store/1102004902
27	gratitude17 store	aliexpress.com/store/1102006002
28	happy1111 store	aliexpress.com/store/1102002775
29	HARRD Outdoor Store	aliexpress.com/store/1101606683
30	Health Rehabilitation06 Store	aliexpress.com/store/1101998462
31	health47409 store	aliexpress.com/store/1102002243
32	healthy-joy store	aliexpress.com/store/1101948831
33	Hot sport Store	aliexpress.com/store/1102192222
34	JHRehabilitation13 Store	aliexpress.com/store/1102003295
35	JIHE-TCM Store	aliexpress.com/store/1101906786
36	Lushnessu Store	lushnessu.aliexpress.com/store/1102435349
37	Monclique Health Care Store	aliexpress.com/store/1102418273
38	Monclique Healthy Store	aliexpress.com/store/1102249406
39	MUXI77 Store	aliexpress.com/store/1102821900
40	Outdoor Entertainment Dropshipping Stor	aliexpress.com/store/1101425020
41	Outdoor Everything Experience Store	aliexpress.com/store/1101454675
42	Roy And Hailey Store	aliexpress.com/store/1102796049
43	security mask Store	aliexpress.com/store/1101927057
44	Shop1102066021 Store	aliexpress.com/store/1102063903
45	Shop1102799204 Store	aliexpress.com/store/1102799205
46	Shop1102810677 Store	aliexpress.com/store/1102811641
47	Shop1102823237 Store	aliexpress.com/store/1102823238
48	Shop1102826094 Store	aliexpress.com/store/1102822381
49	Shop1102831129 Store	aliexpress.com/store/1102830112
50	Shop1102847173 Store	aliexpress.com/store/1102843155
51	Very Interesting Store	aliexpress.com/store/1102855447
52	Shop1102857727 Store	aliexpress.com/store/1102858698
53	Shop1102881041 Store	aliexpress.com/store/1102876062
54	Shop1102883096 Store	aliexpress.com/store/1102884100
55	Shop1102994805 Store	aliexpress.com/store/1102991831

NO.	DEFENDANT / SELLER ALIAS	MARKETPLACE URL
56	Shop4415079 Store	aliexpress.com/store/1101420305
57	Shop4488021 Store	aliexpress.com/store/1101299383
58	Tsai's 1969 Drop shipping Shop Store	aliexpress.com/store/1101442501
59	TK-A Store	aliexpress.com/store/1102037474
60	To Be Stronger Store	aliexpress.com/store/1101423890
61	Transcend Store	aliexpress.com/store/1102833211
62	Vwisense Sport Store	aliexpress.com/store/1102789846
63	West Cycling Store	aliexpress.com/store/1102813418
64	XiMei Sports Entertainment Store	aliexpress.com/store/1102900475
65	XmDropshipping001 Store	aliexpress.com/store/1102961887
66	XmDropshipping002 Store	aliexpress.com/store/1102983778
67	XSMJ Machinery Store	aliexpress.com/store/1102822313
68	yixinyiyi01 Store	aliexpress.com/store/1101765275
69	Yuze Global SAFETY PROTECTION Supplies Store	aliexpress.com/store/1101334429
70	Asan Deals 2	amazon.com/sp?seller=A3CTR7T8VIBV6G
71	Aspirex	amazon.com/sp?seller=A22YT6BQ6GH9N0
72	ChenSiTong	amazon.com/sp?seller=A1KNVFW6U51W0E
73	Hui-Store	amazon.com/sp?seller=A2IPSZZW00EAFY
74	lushupei	amazon.com/sp?seller=AM5SHME13KL9Q
75	Luushan	amazon.com/sp?seller=A27KJH2CP5BIVT
76	mian xian long hang chuang ai bai huo dian	amazon.com/sp?seller=A2DT0BW5Q2LZ18
77	MufHomse	amazon.com/sp?seller=A3RSWL1Q1HKGLC
78	QianMK	amazon.com/sp?seller=A3GMKH4535W5SZ
79	WANYUHAOYUNmaoyizhaowanyu	amazon.com/sp?seller=AVOARI7PEWJRX
80	wxdj	amazon.com/sp?seller=AGVPY3HQLC2DN
81	xinchengdianpu	amazon.com/sp?seller=A28U73DDBGGKS1
82	xueyongsheng4853	amazon.com/sp?seller=A1330OAKOUV5FU
83	Thikge	amazon.com/sp?seller=A18NE8041P5H50
84	ylsyzqklnfzd	amazon.com/sp?seller=A1JXBFIRF4J4GG
85	ZhangZhongguodkwqnd	amazon.com/sp?seller=A1YZEW1ZFVJ4U8
86	zhaocaijinbao88888888	amazon.com/sp?seller=A23MW94J2NX9MW
87	Zhengzhou Zhongyuan district 9 to 5 supplies firm	amazon.com/sp?seller=A1D70LTWR2AQED
88	南安市溪美街道张明塔服装商行	amazon.com/sp?seller=A2XKLWXOU3MSAL
89	星光huang	amazon.com/sp?seller=A2QEFQ54L3RKQI
90	色非色生活馆	amazon.com/sp?seller=AX59UPSWEP5HK

No.	DEFENDANT / SELLER ALIAS	MARKETPLACE URL
91	danjaf_14	ebay.com/usr/danjaf_14
92	bimaj_67	ebay.com/usr/bimaj_67
93	treasure_house_usa	ebay.com/usr/treasure_house_usa
94	Fastest Product	ebay.com/str/onan1134
95	amar.shop_2	ebay.com/usr/amar.shop_2
96	shopnass	ebay.com/str/shopnass
97	CoffeStrict	www.coffeststrict.com
98	nivttddogcatttoy	nivttddogcatttoy.com
99	VZZHome	vzzhome.com
100	Zarveo	zarveo.com